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protecting the rights of their constituents to forego the payment of the instalments of dividends, in certain events to agree to a reduction or to foreclose, to re-enter and possess themselves of the property, and to resume their first business as carriers, if in their judgment the interests of their constituents required it.

It is difficult to specify the limits within which the courts will restrain their powers in protecting the rights of the lessors. But is it certain that those powers can be construed to enable them to destroy or set aside the fundamental position of the association which they were the managers to preserve, any more than the stockholders could by the vote of a majority as against a dissentient stockholder? *Black v. Delaware & R. Canal Co.*, 24 N. J.

Eq. 455, in which case the lease of a railroad by legislative authority was held such a radical change of the condition of the company as to be void against a single dissentient stockholder. The change in this case was equally great. Their powers in the present case are held to extend to enable them to release the payment of the dividend by the lessees without re-entering and retaking the leased estate, but leaving it in the hands of the lessees to apply the net earnings after the payment of taxes and covenanted interest on bonds as a joint fund with that of the New York road, to the payment of a cumulative dividend of six per cent. to the New York road, leaving only a resulting interest for the Metropolitan in the business conducted by the Manhattan.

MORTON P. HENRY.

New York Court of Appeals.

AUERBACH v. NEW YORK CENTRAL, &c., RAILROAD COMPANY.

Where it is expressed in terms upon a railway ticket that it is not good unless "used" on or before a certain day, a presentation of the ticket and its acceptance by the conductor before midnight of that day, although the journey is not completed until the next morning, will be held to be a compliance with the condition.

Where a railway ticket binds the passenger to a continuous journey, he is not bound to commence his journey at the starting point named in the ticket, but may enter the train at any intermediate station on the route.

ACTION by a passenger to recover damages for being ejected from defendant's cars. The material facts of the case are as follows:

The plaintiff being in St. Louis on the 21st of September 1877, purchased of the Ohio and Mississippi Railway Company a ticket for a passage from St. Louis, over the several railroads mentioned in coupons annexed to the ticket, to the city of New York. It was specified on the ticket that it was "good" for one continuous passage to point named "in coupon attached;" that in selling the ticket for passage over other roads, the company making the sale acted only as agent for such other roads and assumed no responsibility beyond its own line; that the holder of the ticket agreed

with the respective companies over whose roads he was to be carried to use the same on or before the 26th of September then instant, and that if he failed to comply with such agreement, either of the companies might refuse to accept the ticket or any coupon thereof and demand the full regular fare which he agreed to pay. He left St. Louis on the day he bought the ticket, and rode to Cincinnati and stopped there a day. He then rode to Cleveland and stayed there a few hours, and then rode to Buffalo, reaching there on the 24th, and stopped there a day. Before reaching Buffalo he had used all the coupons except the one entitling him to a passage over the defendant's road from Buffalo to New York. The material part of the language upon that coupon is as follows: "Issued by the Ohio and Mississippi Railway on account of New York Central and Hudson River Railroad one first-class passage, Buffalo to New York."

Being desirous of stopping at Rochester the plaintiff purchased a ticket over the defendant's road from Buffalo to Rochester, and upon that ticket rode to Rochester on the 25th, reaching there in the afternoon. He remained there about a day, and in the afternoon of the 26th of September he entered one of the cars upon the defendant's road to complete the passage to the city of New York. He presented his ticket with the one coupon attached to the conductor, and it was accepted by him and was recognised as a proper ticket, and punched several times until the plaintiff reached Hudson, about three or four o'clock A. M., September 27th, when the conductor in charge of the train declined to recognise the ticket, on the ground that the time had run out, and demanded \$3 fare to the city of New York, which the plaintiff declined to pay. The conductor with some force then ejected him from the car.

The trial judge nonsuited the plaintiff on the ground that the ticket entitled him to a continuous passage from Buffalo to New York, and not from any intermediate point to New York. The general term affirmed the nonsuit upon the ground that although the plaintiff commenced his passage upon the 26th of September he could not continue it after that date, on that ticket.

The opinion of the court was delivered by

EARL, J.—We are of the opinion that the plaintiff was improperly nonsuited. The contract at St. Louis evidenced by the ticket and coupons there sold was not a contract by any one company or by all the companies named in the coupons jointly for a continuous

passage from St. Louis to New York. A separate contract was made for a continuous passage over each of the roads mentioned in the several coupons. Each company, through the agents selling the ticket, made a contract for a passage over its road, and each company assumed responsibility for the passenger only over its road. No company was liable for any accident or default upon any road but its own. This was so by the very terms of the agreement printed upon the ticket. Hence, the defendant is not in a position to claim that the plaintiff was bound to a continuous passage from St. Louis to New York, and it cannot complain of the stoppages at Cincinnati and Cleveland. *Hutchinson on Carriers*, sect. 579; *Brooks v. The Railway*, 15 Mich. 332.

But the plaintiff was bound to a continuous passage over the defendant's road—that is, the plaintiff could not enter one train of the defendant's cars and then leave it, and subsequently take another train and complete his journey. He was not, however, bound to commence his passage at Buffalo. He could commence it at Rochester or Albany, or any other point between Buffalo and New York, and there make it continuous. The language of the contract, and the purpose which may be supposed to have influenced the making of it do not require a construction which make it imperative upon a passenger to enter a train at Buffalo. No possible harm or inconvenience could come to the defendant if the passenger should forego his right to ride from Buffalo and ride only from Rochester or Albany. The purpose was only to compel a continuous passage after the passenger had once entered upon a train. On the 26th of September the plaintiff having the right to enter a train at Buffalo, it cannot be perceived why he could not, with the same ticket, rightfully enter a train upon the same line at any point nearer to the place of destination.

When the plaintiff entered the train at Rochester on the afternoon of the 26th of September and presented his ticket and it was accepted and punched, it was then used within the meaning of the contract. It could then have been taken up. So far as the plaintiff was concerned it had then performed its office. It was thereafter left with him not for his convenience but under regulations of the defendant for its convenience that it might know that his passage had been paid for. The contract did not specify that the passage should be completed on or before the 26th, but that the

ticket should be used on or before that day, and that it was so used seems to us too clear for dispute.

The language printed upon the ticket must be regarded as the language of the defendant, and as it is of doubtful import the doubt should not be solved to the detriment of the passenger. If it had been intended by the defendant that the passage should be continuous from St. Louis to New York, or that it should actually commence at Buffalo and be continuous to the city of New York, or that the passage should be completed on or before the 26th of September, such intention should have been plainly expressed and not left in doubt as might, and naturally would, mislead the passenger.

We have carefully examined the authorities to which the learned counsel for the defendant has called our attention, and it is sufficient to say that none of them are in conflict with the views above expressed.

The judgment should be reversed and a new trial granted, costs to abide the event.

1. At about the same time that the principal case was decided a case of a similar nature was decided, and in the same way, in the St. Louis Court of Appeals. The case was that of *Evans v. St. Louis, &c., Railroad Co.*, and is noted in the Central Law Journal of June 23d 1882. So far as we have been able to discover, the point in issue had not previously been raised, and it is somewhat curious that it should have been passed upon by these two courts at the same time. These decisions will no doubt be regarded as settling the question, and establishing the proposition that a railway ticket on which is printed a stipulation that it is not good unless used on or before a certain day, is good for the journey contracted for if presented before midnight of the day on which it expires, although the journey is not complete until the next day or days.

2. That a railroad company has the right to limit the period within which a ticket issued by it will be recognised is a proposition not considered in the principal case, but assumed and passed without comment. And for that matter

comment was wholly unnecessary. The truth of the proposition is now everywhere conceded, being well established by the authorities: *Boston, &c., Railroad Co. v. Proctor*, 1 Allen 267; *Churchill v. The C. & A. Railroad Co.*, 67 Ill. 390; *State v. Campbell*, 32 N. J. Law 309; *Shedd v. Troy, &c., Railroad Co.*, 40 Vt. 88; *Johnson v. Concord Railroad Co.*, 46 N. H. 213.

3. In *Pier v. Finch*, 24 Barb. 514, the Supreme Court of New York passed on the following ticket: "New York & Erie Railroad. Corning to Elmira. Please keep this in sight. Good this trip only. Oct. 19th 1854." The holder of the ticket did not take passage until December 25th following, when he was forcibly put off the train, the conductor refusing to receive the ticket because it was dated several days previously. It was contended that the ticket was limited to a ride in the next passenger train going from Corning to Elmira after the purchase of the ticket, or at all events that the right was limited to the day on which the ticket bore date. The court said: "The words which are

supposed to limit the undertaking to some specific train of cars or period of time, and the only words which are claimed to have that effect are 'good this trip only.' It is quite apparent, I think, that these words have no reference to any particular day or hour whatever. They do not relate to time, but to a journey. 'This trip.' What trip? A trip, in its ordinary signification, means a journey, jaunt or excursion by some person; and as the ticket is given to the passenger as evidence of his right, 'this trip' must be construed to mean the journey such passenger proposes to make, and does not become operative until he undertakes it."

Where the ticket is stamped "Good for this train only," and dated, the right is limited to a passage on the company's cars on the day of its date: *Boice v. Hudson River Railroad Co.*, 61 Barb. 611; *Elmore v. Sands*, 54 N. Y. 512. In *Gale v. Delaware, &c., Railroad Co.*, 7 Hun 670, it is held that a ticket "good for this day and train only," and dated on the day of its issue, authorizes a passenger to select any train on that day, but not to stop over and perform the residue of his journey on another train.

Where a coupon is stamped "not good if detached" from stub, it confers no right of passage on the holder after it has been detached in violation of the condition: *Walker v. Railroad Co.*, 33 How. Pr. 327; *Houston, &c., Railroad Co. v. Ford*, 53 Tex. 364; *Hamilton v. N. Y. Central Railroad Co.*, 51 N. Y. 101.

4. It is well settled that where it is necessary for a traveller in going from one place to another to pass over connecting lines of railroad, it is competent for either company to contract with him for his transportation the whole distance. But a difference of opinion has existed as to whether such a contract is to be implied from the collection, by the carrier, of fare in advance for the entire

journey, without any agreement limiting its risk to its own line. It has been held that such a contract will be implied under such circumstances: *Railroad Co. v. Campbell*, 36 Ohio St. 647; *Illinois Central Railroad Co. v. Copeland*, 24 Ill. 332. And on the other hand it has been held that such a contract will not be implied from those circumstances: *Milnor v. New York, &c., Railroad Co.*, 53 N. Y. 363; *Knight v. P. & S., &c. Railroad Co.*, 56 Me. 234; *Hartan v. Eastern Railroad Co.*, 114 Mass. 44.

5. It must be regarded as settled that where a railway ticket is sold specifying that it is good for "one first-class passage" from one place to another named thereon, the contract is an entirety and cannot be performed in parts. The contract is for a continuous passage. As expressed by Mr. Chief Justice GREEN of New Jersey, in a case decided in that state in 1854, the passenger by such a ticket "acquires the right to be carried directly from one point to the other without interruption. He acquired no right to be transported from one point to another upon the route, at different times and by different lines of conveyance, until the entire journey was accomplished. The company engaged to carry the passenger over the entire route for a stipulated price. But it was no part of their contract that they would suffer him to leave the train and to resume his seat in another train at any intervening point upon the road: *State v. Overton*, 24 N. J. Law 438. And see *Stone v. The C. & N. W. Railroad Co.*, 47 Iowa 82; *Drew v. Central Pacific Railroad Co.*, 51 Cal. 425; *McClure v. Philadelphia, &c., Railroad Co.*, 34 Md. 532, 536; *Hamilton v. N. Y. C. Railroad Co.*, 51 N. Y. 100; *Cheney v. Boston, &c., Railroad Co.*, 11 Met. 122; *Cleveland, &c., Railroad Co. v. Bartram*, 11 Ohio St. 457; *Barker v. Coffin*, 31 Barb. 556; *Terry v. Flushing, &c., Railroad Co.*, 13 Hun (N. Y.) 360; *Oil Creek, &c., Railroad Co. v.*

Clark, 72 Penn. St. 231; *Outerbridge v. Philadelphia, &c., Railroad Co.*, 1 Weekly Notes (Phila.) 11. And so in *Dietrich v. Pennsylvania Railroad Co.*, 71 Penn. St. 435, where the ticket was issued "March 11th 1867," and was stamped "good only until March 16th 1867." That the passenger purchasing such through ticket has been permitted to ride on subsequent trains without a stop-over check is inadmissible evidence, in an action brought by him against the company for ejecting him, and not allowing him to ride on a subsequent train without a stop-over check: *Stone v. Chicago Railroad Co.*, 47 Iowa 82.

The contract between the carrier and the passenger is reciprocal. As the passenger can insist on a continuous passage, having once taken passage on a train that stops at the station specified on the ticket, so the company can insist on a continuous passage, and the passenger cannot demand of the conductor as matter of right, a lay-over ticket: *Churchill v. Chicago, &c., Railroad Co.*, 67 Ill. 393. But where a passenger, upon applying to a conductor for information is told by him that he may get off at an intermediate station, and continue his journey by the next train upon the same ticket, and the passenger relying on such statement leaves the train and takes passage on the next train, the company is bound to carry him on the next train to the end of his route, and is estopped from denying the authority of the conductor to make the agreement: *Tarbell v. Northern Central Railroad Co.*, 24 Hun (N. Y.) 51. In a case in New Jersey, however, where the plaintiff, riding in the cars by virtue of a through ticket, stopped at an intermediate point, and having entered another train, claimed the right to continue his journey on the same ticket by virtue of the representations made by the conductor, but was expelled from the train, it was held that he could not recover, it appearing that only a train agent could

modify the force of the ticket: *Petrie v. Pennsylvania Railroad Co.*, 42 N. J. Law 449.

Where a passenger gave to the conductor his ticket from C. to N., but the conductor gave him no check in return, and before reaching N. there was a change of conductors, and the new conductor expelled the passenger for want of a ticket, the company was held liable in damages: *Pittsburgh, &c., Railroad Co. v. Hennigh*, 39 Ind. 509.

6. Where a railroad company operates two roads between two points on its through route, one being a part of its through route, and the other a longer route used for way trains, it is held that a passenger purchasing a through ticket is only entitled to travel over the through and most direct route. For instance one purchasing a ticket at Buffalo for Albany over the New York Central Railroad, could not leave the train at Rochester, and go around by way of Auburn, connecting with the main line at Syracuse: *Bennett v. N. Y. Central, &c., Railroad Co.*, 69 N. Y. 594.

7. A ticket issued for a passage from one specified place to another, does not entitle the holder to a passage in a direction the reverse of that indicated on the ticket. For instance a ticket issued for a passage from Portland to Boston is not good for a passage from Boston to Portland; *Keeley v. Boston, &c., Railroad Co.*, 67 Me. 163 (1878).

8. The law imposes no obligation on a railroad company to carry passengers on freight trains, nor freight on passenger trains. It only requires them to carry both, permitting them to regulate the manner in which it shall be done: *Arnold v. Ill. Cent. Railroad Co.*, 83 Ill. 273; *Chicago, &c., Railroad Co. v. Randolph*, 53 Id. 515. So that when a passenger purchases a ticket he only acquires the right to be carried according to the custom of the road; he acquires the right to be carried to the

place for which it calls, on any train that usually carries passengers to that place. He cannot insist on going on a freight train, nor on a through train not accustomed to stop at that station: *Chicago, &c., Railroad Co. v. Randolph, supra*. So the words "good on passenger trains only," printed on a ticket do not amount to an agreement that all of the passenger trains of the company will stop at the station designated on the ticket. Hence, in an action brought against the company to recover damages for carrying the holder of the ticket past the destination named on such ticket, the complaint should aver that the train on which he was so carried was one which, under the regulations of the company, should have stopped at that station: *Ohio, &c., Railroad Co. v. Swarthout*, 67 Ind. 567; *Ohio, &c., Railroad Co. v. Hatton*, 60 Id. 12.

9. The rule sometimes adopted, requiring passengers who pay on the train to pay a higher rate of fare than those who pay at the ticket office, is a lawful regulation, provided such higher rate is a reasonable one: *State v. Goad*, 53 Me. 279; *Ritter v. Philadelphia, &c., Railroad Co.*, 2 Weekly Notes Cases 382; *Chicago, &c., Railroad Co. v. Parks*, 18 Ill. 460; *Pullman Palace Car Co. v. Reed*, 75 Id. 139; *Indianapolis, &c., Railroad Co. v. Rinard*, 46 Ind. 293; *Hoffbauer v. The D., &c., Railroad Co.*, 52 Iowa 342; *Toledo, &c., Railroad Co. v. Wright*, 68 Ind. 586; *Jeffersonville, &c., Railroad Co. v. Rogers*, 28 Id. 1; *State v. Chovin*, 7 Iowa 204; *Du Laurens v. First Divis., &c.*, 15 Minn. 49; *Bland v. Southern Pacific Railroad Co.*, 55 Cal. 570. Where a railroad company requires that tickets shall be purchased at the railway station, it must furnish convenient facilities to the public for the purchase of tickets by keeping open the office a reasonable time in advance of the hour fixed by the timetables for the departure of trains. If this is not done, a party has the right to

enter the train and offer to pay for the passage, and if this is refused and he is ejected, he has a right of action against the company: *Chicago, &c., Railroad Co. v. Flagg*, 43 Ill. 364; *Illinois Central Railroad Co. v. Johnson*, 67 Id. 314; *Illinois Central Railroad Co. v. Sutton*, 42 Id. 440; *Chicago, &c., Railroad Co. v. Parks, supra*; *St. Louis, &c., Railroad Co. v. Dalby*, 19 Id. 353; *Jeffersonville, &c., Railroad Co. v. Rogers, supra*; *Paine v. Chicago, &c., Railroad Co.*, 45 Iowa 569. No right exists to eject a passenger who has paid the regular rate and refused to pay the extra fare, so long as the money is retained in the possession of the conductor. So long as the conductor keeps the money it is evidence that it was received as full fare, and the passenger may rely on it as such. The company is liable if the passenger is expelled before the money is returned, and it is no defence that the conductor returned the money after he had got the passenger off the train: *Bland v. Southern Pacific Railroad Co.*, 55 Cal. 570. But it is not the duty of the company to keep the office open as long as a delayed train may happen to stop at the station after the time established for its departure. It is held sufficient if it is kept open during such a reasonable time before the time appointed for the train to start, as that all passengers who arrive at the depot on time shall have a sufficient time to purchase a ticket and get aboard the train: *St. Louis, &c., Railroad Co. v. South*, 43 Ill. 176. In New York the Supreme Court has held that where a railroad company is authorized by law to charge additional fare to a passenger who omits to purchase a ticket before entering the cars, it is not bound to keep its ticket office open for any particular time before the departure of the train, in the absence of a statutory provision requiring it to do so: *Bordeaux v. Erie Railroad Co.*, 8 Hun 579. And where the company requires extra fares of passengers not purchasing tickets before entering the cars, and the

passenger pays the extra rate for a passage from A. to B., and on reaching B. does not leave the train but concludes to go on to C., he is again bound to pay the additional rate the same as though he entered the train at B.: *Chicago, &c., Railroad Co. v. Parks, supra*.

A railroad company has the right to adopt a rule requiring all persons, who propose taking passage on a freight train, to purchase their tickets before entering the cars, and authorizing the conductors to expel from the train all persons who have not provided themselves with tickets: *Law v. Illinois Central Railroad Co.*, 32 Iowa 534; *Lane v. East Tenn., &c., Railroad Co.*, 5 Lea (Tenn.) 124; s. c. 2 Am. & Eng. Railway Cases 278; *Illinois Central Railroad Co. v. Nelson*, 59 Ill. 110; *Toledo, &c., Railroad Co. v. Patterson*, 63 Id. 304; *Lake Shore, &c., Railroad Co. v. Greenwood*, 79 Penn. St. 373; *B. & M. Railroad Co. v. Rose*, 11 Neb. 177. But the cases hold that the public is entitled to previous notice of such a regulation.

10. It is of course within the legitimate power of a state to enact that a railway ticket shall be good for a certain specified period from the time it is issued, and that the holder of the ticket shall have the right to stop over at any of the stations along the line of the road. But such a statute is limited to and cannot have any effect outside the limits of the state enacting it. For instance, in 1871 the legislature of Maine enacted that the holder of a railway ticket should have the right to stop over at any station along the line. After the passage of this law a ticket was purchased in Portland, Maine, for a passage from that point to Montreal, Canada, and was stamped "Good only for a continuous trip within two days from date," being dated on March 3d. The holder stopped over and did not reach the Canadian line until the last of March. The conductor then refused to allow him to ride further, and put him from the train. The passenger

contended that the ticket having been purchased in Maine, the contract for carriage was a Maine contract and subject to the statute already alluded to. The court held that no extra territorial effect could be given to the statute, that to give it effect beyond the state limits would be to give force to a regulation of interstate commerce: *Carpenter v. Grand Trunk Railroad Co.*, 72 Me. 388.

11. It is settled that the state can regulate the fares which railway companies can charge for transportation of freight or passengers: *Illinois Central Railroad Co. v. People*, 95 Ill. 313; *Ruggles v. People*, 91 Id. 256; *Winona, &c., Railroad Co. v. Blake*, 94 U. S. 180; s. c. 19 Minn. 418; *Shields v. Ohio*, 95 U. S. 319; *Chicago, &c., Railroad Co. v. Iowa*, 94 Id. 155.

12. Where a railroad ticket purports on its face to be for the exclusive use of a man and his family, a son who is residing with the father, as a member of his family, is authorized to ride on the road by virtue such of ticket, notwithstanding he may be over twenty-one years of age. But if at the time the ticket was purchased, the purchaser was informed that a son over twenty-one years old would not be permitted to ride on it under the regulations of the company, such a regulation forms a part of the contract of purchase and is obligatory upon the holder or any person who attempts to ride thereon: *Chicago, &c., Railroad Co. v. Chisholm*, 79 Ill. 584.

13. It has been held that a passenger who exhibits his ticket and demands a seat need not surrender the ticket until a seat has been furnished. But when he has been furnished with a seat, he cannot refuse to surrender the ticket and offer to pay from the point where the seat was furnished: *Davis v. Kansas City, &c., Railroad Co.*, 53 Mo. 317.

14. That a conductor has no right to take up a passenger's ticket, until the last intermediate stopping place has been passed, unless he puts the passenger in

as good condition as he was in before, by giving him a check or token evidencing his rights, is asserted and with good reason: *Palmer v. Charlotte Railroad Co.*, 3 S. C. (N. S.) 580.

In *Chicago, &c., Railroad Co. v. Griffin*, 68 Ill. 503, the court declare that "there is great force in the reasoning of some of the cases that hold a passenger would not be bound to surrender his ticket before passing all intermediate stations, without receiving a check in return." But the court held that the law did not impose the obligation of delivering a check where the passenger did not demand it from the conductor. A passenger is bound to surrender his ticket when demanded by the conductor, in exchange for a conductor's check: *Northern Railroad Co. v. Page*, 22 Barb. (N. Y.) 130.

15. Where a commutation ticket stipulated that it should only be used by the person to whom it was issued, and that *if found in the hands of any other person* it should be forfeited and taken up, it was held that the ticket could be properly taken from the person to whom it was issued, if it had been used by any other person with his connivance, that it could be taken up even *in the hands of the person to whom it was issued*: *Freidenrich v. Baltimore, &c., Railroad Co.*, 53 Md. 201.

A railroad company can require commuters to show their tickets, and in default can exact fare without any liability to repay the same: *Bennett v. Railroad Co.*, 7 Phil. 11; *Cresson v. Philadelphia, &c., Railroad Co.*, 32 Leg. Int. 363.

16. A thousand-mile ticket, which contained a stipulation "good for six months only," has been held void at the end of that time, although the thousand miles may not have all been travelled: *Lillis v. St. Louis, &c., Railroad Co.*, 64 Mo. 464; *Powell v. Pittsburgh, &c., Railroad Co.*, 25 Ohio St. 70; *Sherman v. Chicago, &c., Railroad Co.*, 40 Iowa 45. And when such

ticket stipulates that it is good for a certain period, but that if presented after that time the conductor shall take it up and demand fare, the use of the ticket a number of times in violation of this condition does not estop the company from taking up the ticket and ejecting the passenger: *Sherman v. Chicago, &c., Railroad Co.*, *supra*.

17. Where a passenger purchases an excursion ticket, not receivable on a particular train, and gets on board such train, he may be compelled to pay full fare or be expelled from the cars: *Nolan v. N. Y., &c., Railroad Co.*, 9 J. & Sp. 541.

18. And a company is under no obligation to transport a person who has purchased a ticket with counterfeit money, and such person may be ejected if the mistake is not rectified: *Memphis Railroad v. Chastine*, 54 Miss. 503.

19. Where a railroad company instructed its gateman to compel passengers to produce their tickets on leaving its station, and the plaintiff was stopped by the gateman while attempting to pass out of the station, who demanded his ticket, and also detained him, although informed he had lost his ticket, and who finally sent for a policeman, who arrested him for disorderly conduct and for refusing to pay his fare, who took him to the station house and detained him over night, it was held that the company was liable for false imprisonment, the plaintiff having been discharged the next morning on his examination before a police justice: *Lynch v. Metropolitan Elevated Railway Co.*, 24 Hun 506.

20. And it seems that where a ticket is sold to A. for a "continuous passage" from one point to another, and A. sells such ticket at an intermediate station to B., B. acquires no right to continue the journey from such intermediate station and on the same train: *Cody v. Central Pacific Railroad Co.*, 4 Sawyer 114, 118.

HENRY WADE ROGERS.